

GENERAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

The undersigned, who hereby personally warrant and represent that they are authorized to enter into this Settlement Agreement (the "Agreement"), for and in consideration of valuable consideration exchanged as stated herein, and on the terms and conditions stated herein, the receipt, value, and sufficiency of which is hereby acknowledged, and for any of its/their respective heirs, representatives, successors, and assigns, do hereby release, acquit, and forever and fully discharge each other, and any of its/their agents, officers, employees, servants, representatives, successors, and assigns, of and from any and all claims, actions, causes of action, demands, rights, damages, expenses, costs, attorneys' fees, and compensation, or all claims and damages whatsoever, other than as expressly stated herein, arising out of tort or contract, common law or statute, either state, federal, or local, and by reason of any and all known or unknown and foreseen or unforeseen bodily or personal injuries, damage or loss to or of property, or the consequences thereof, resulting or to result from all incidents which are described in, which are the subject of, or which could have been brought in, the case of Angela McNay, Plaintiff, v. Beverly Hills Inn LA, Defendant, Brown County Ohio Common Pleas Court No. 2019-0187; and U.S. District Court, S.D. Ohio No. 1:19-cv-00242 (hereinafter collectively and severally referred to as the Civil Case).

The terms and conditions on this Settlement Agreement are as follows:

1. Beverly Hills Inn LA, LLC, shall pay to Angela McNay the total amount of \$4,000.00, allocated and paid as follows: 1) to Burg Simpson for fees and costs: total \$1,917.55; and 2) to Angela McNay: total gross of \$2,082.45, subject to all payroll deductions. Said total payment of \$4,000.00 is inclusive of all claims for any and all forms of compensation, damages, penalties, fees, costs, or any other possible claims. Said funds will be paid to McNay/Burg Simpson no later than 7 days from the date of McNay's signature on this Agreement and delivery of a copy of same to Beverly Hills Inn LA, LLC's counsel, and prior to dismissal of the Civil Case.
2. All claims in the Civil Case other than these in the settlement agreement will be dismissed with prejudice, subject to the court reserving jurisdiction to enforce the terms of this Settlement.
3. Each party shall pay their own attorney fees, and McNay shall be responsible for all court costs.
4. McNay, upon receipt of payment provided in this Agreement, shall cause the Civil Case to be dismissed, with prejudice, at McNay's costs.

Except for the obligations described herein, which obligations are ongoing and survive the lapse of time, it is further the intention of this release to compromise and settle all claims and issues and to end litigation and potential litigation between and amongst the undersigned, with respect to the aforesaid and any and all other claims, injuries, and damages between them. The undersigned declares and represents that it/they will not instigate any other or further litigation on any of the issues referred to herein or between these parties, and if the undersigned has done so, same will be forthwith dismissed with prejudice, with any and all costs or fees relating thereto to be born solely and exclusively by the party instigating or filing that litigation.

It is further understood and agreed that this settlement is a compromise of doubtful and disputed claims, and that the consideration stated is not be construed as an admission of liability on the part of the Releasees, and that said Releasees deny liability therefore and intend merely to avoid further litigation and "buy their peace."

The undersigned further warrants that any and all bills, expenses, subrogation, all other

expenses or liens of every kind or description incurred by or on behalf of the undersigned in connection with the described disputes have been or will be paid, and that the undersigned hereby agrees to completely indemnify and hold harmless the parties released hereby, individually and jointly, against any claim for the value or cost of any so services provided, including any and all subrogation claims of every kind and nature, except as otherwise expressly stated herein and subject to the terms and conditions in the preceding paragraphs. This indemnity shall include all reasonable attorneys' fees, costs, and expenses incurred by the parties released in conjunction with defending any litigation covered by this indemnity agreement, and in conjunction with asserting any claim against the undersigned, for indemnity pursuant to this agreement, except as otherwise expressly stated herein and subject to the terms and conditions in the preceding paragraphs.

The undersigned further declares and represents that no promises, inducements, or agreements not herein expressed have been made to the undersigned, and that this release contains the entire agreement between the parties hereto, and that the terms of this release are contractual and not a mere recital.

THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT AND VOLUNTARILY SIGNS IT AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN, AFTER ADVICE OF COUNSEL OF HIS/HER OR ITS CHOICE.

Witness our hands this 30th day of October, 2019.

Beverly Hills Inn LA, LLC

Beverly Hills Inn LA LLC

BY: Crystal L. Cummins [Authorized Representative]

Sworn to and subscribed before me by the said Crystal L. Cummins this 30th day of October, 2019.



[Signature]
Notary Public Expires 3/3/2023
Angela McNay
Angela McNay

Sworn to and subscribed before me by the said Angela McNay, this 22nd day of Oct, 2019.

Dawn Carpenter DC 601108

Notary Public

CYC 10/30/19